

Chowan County Board of Commissioners
Regular Meeting
Monday November 5, 2007
9:00am
1767 Chowan County Courthouse
117 East King Street

MINUTES

The Chowan County Board of Commissioners held its regular meeting on Monday, November 5, 2007, at 9:00 am in the upstairs meeting room of the 1767 Chowan County Courthouse, 117 East King Street.

Present: Jimmy Alligood, Bill Gardner, Kenny Goodwin, Louis Belfield and Harry Lee Winslow. Absent: Ralph Cole and Jerry Downum. Also present were County Manager, Cliff Copeland; County Attorney, Peter Rascoe and County Clerk, Susanne Stallings.

Vice Chairman Alligood called the meeting to order and Commissioner Belfield offered the invocation.

2nd Grade Student, Eric Gonzalez visiting from White Oak Elementary School, lead the Pledge of Allegiance.

Consent Agenda

Commissioner Belfield moved that the Consent Agenda be approved including the minutes from the October 1, 2007 Regular Meeting and October 9, 2007 Special Meeting and the following budget amendments:

Budget Amendments

4310 Sheriff	increase	\$656	revenue for Covington concert
4268 Senior Ctr.	increase	\$7,289	General purpose and Nutrition Grants

Tax Release

Copeland, L	\$142.44	previously billed 3 month tag
Germain, W.	\$109.92	House is 1.5 stories not 1.7
Vogedes, W.	\$135.04	Vehicle sold
Williams, C.	\$122.00	Sr. discount not given in January
Dowd, R.	\$144.19	Vehicle sold
Valentine, R.	\$107.64	Sent on DMV tape twice

Vice Chairman Alligood asked for all in favor, the motion carried unanimously (5-0).

Resolution – Inmate Checking Account

Finance Officer, Lisa Jones presented a resolution for the Board's consideration to establish a no fee checking account for inmate funds. The following persons will be authorized conduct transactions on behalf of inmates, Dwayne Goodwin, Sheriff; Michael Chinsolo, Chief Jailer; Jacqueline Riddick, Lieutenant; William Bunch, Chief Deputy; Lisa Jones, Finance Officer.

This Resolution and Agreement is submitted by Chowan County - Inmate Fund
(hereinafter referred to as the "Customer") designating RBC Centura Bank as a depository institution for the Customer.

☐ If checked here, the Customer also operates under or is usually identified by a trade name, as follows:

The Customer is duly organized and operates as a: Public Funds Unit

BE IT HEREBY RESOLVED, AUTHORIZED AND AGREED THAT RBC Centura Bank (hereinafter "Bank") be, and it hereby is, designated as a depository institution for the funds of the Customer.

BE IT HEREBY RESOLVED, AUTHORIZED AND AGREED THAT RBC Centura Bank (hereinafter "Bank") be, and it hereby is, designated as a depository institution for the funds of the Customer.

1. **FURTHER RESOLVED**, that any and all types of deposit accounts, including without limitation checking, savings, time, certificate receipts and certificates of deposit, and any other accounts may be opened in the Customer's name with the Bank in accordance with the applicable rules and regulations for such accounts.

2. **FURTHER RESOLVED**, that any one of the persons named below in this paragraph 2 (hereinafter referred to as "Authorized Representatives") is **HEREBY AUTHORIZED**, on behalf of the Customer and in its name or trade name, if applicable, but subject to any limitation of authority specifically stated in the appropriate area below, to sign checks, drafts, notes, bills of exchange, acceptances, certificate receipts, certificates of deposit or other orders for the payment of money relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card; to endorse checks, notes, bills, certificate receipts, certificates of deposit or other instruments owned or held by the Customer for deposit with the Bank or for collection or discount by the Bank relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card; to accept drafts, acceptances and other instruments payable at the Bank; to place orders with the Bank for the purchase and sale of foreign currencies on behalf of the Customer to deliver, cash, negotiate, obtain payment on or present any check, note, bill, draft or other instrument made or drawn to or endorsed by the Customer, and to waive presentment, demand, protest, notice of protest or notice of dishonor of any check, note, bill, draft or other instrument made or drawn to or endorsed by the Customer; to initiate or cause the initiation of electronic fund transfers through any access device (e.g., debit card, credit card, code) issued by the Bank or authorized by the Bank relating to any account(s) in the Customer's name for which they also signed the deposit agreement and/or signature card.

THIS SECTION MUST BE COMPLETED. (Please print or type.)		Designate Any
Names of Authorized Representatives	Title	Limited Authority*

(These Authorized Representatives must also sign a deposit agreement and/or signature card.)
*NOTE: If an Authorized Representative has less than the full authority granted by this Resolution and Agreement, it must be specified in this area.

3. **FURTHER RESOLVED**, that Bank may pay or honor any of the instruments described in paragraph 2 above cashed, drawn against or deposited to any account in the Customer's name or otherwise charged against the Customer by any or all individuals whomsoever, whether authorized or unauthorized, who shall make use of a sample or other facsimile signature or endorsement bearing the Customer's name or trade name, if applicable, and indicated on the signature card or below:

Facsimile Signature Used By Customer

4. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, the Bank may cash checks, drafts or money orders payable to cash or to the Customer (irrespective of any special or restrictive endorsement thereon) when endorsed by an Authorized Representative in his or her individual capacity or representative capacity, and, further, that any Authorized Representative may from time to time designate in writing to Bank any other officers, employees, agents or persons who are authorized to cash checks payable in or to initiate electronic fund transfers in the Customer's name or trade name, if applicable, which authorization, unless limited by its terms, shall remain in effect until a written notice signed by any Authorized Representative is received by the Bank at the same office to which the original authorization was delivered.

5. **FURTHER RESOLVED**, that the Bank be, and it hereby is, authorized to honor, receive, certify or pay all instruments signed in accordance with the foregoing resolutions or electronic fund transfer initiated in accordance with the foregoing resolutions, even though drawn to cash, drawn or endorsed to the order of an Authorized Representative signing the same, or tendered by him or her for cash, in payment of the individual obligation of such Authorized Representative or for deposit to his or her personal account, and the Bank shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any instrument signed in accordance with the foregoing resolutions or electronic fund transfer initiated in accordance with the foregoing resolutions, or the application or disposition of such instrument or the proceeds of such instrument or electronic fund transfer.

6. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute a Safe Deposit Agreement, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank.

7. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute a Night Depository Agreement, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank and is authorized to appoint agents to receive, open and process the contents of night depository bags and to revoke the appointment of such agents.

8. **FURTHER RESOLVED**, that, in connection with electronic fund transfers authorized in the foregoing resolutions, but subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute an Electronic Funds Transfer Agreement, if required or otherwise requested by Bank, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank and is authorized to designate "Authorized Agents" thereunder on Authorization Forms supplied by the Bank. **FURTHER RESOLVED**, that in connection with electronic fund transfers, the Bank may from time to time (i) issue a debit card or other access device to any Authorized Representative, such debit card or other access device to be in the name of the Customer and have printed thereon the name of the Authorized Representative, (ii) designate an Authorized Representative as the person authorized to access any funds, redeem any points or other rewards which may be earned and pooled under the Customer's name from time to time as a result of electronic fund transfers through use of debit cards and other access devices issued by the Bank to Authorized Representatives, and (iii) undertake or refrain from undertaking any and all other acts or actions with respect to electronic fund transfers authorized under the resolutions as the Bank may deem necessary or appropriate.

9. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute a Cash Management Agreement, Master Repurchase Agreement, and Sweep Service Agreement, the terms of which agreement(s) is/are hereby incorporated by reference, by and between the Customer and the Bank.

10. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative, or such other persons as may be named by an Authorized Representative by written notice to the Bank, are authorized to place verbal orders for the purchase of RBC Centura Bank commercial paper, pursuant to the terms and conditions of the RBC Centura Bank Unsecured Master Notes Terms set forth on each Confirmation, which terms are incorporated herein by reference, or purchase of Repurchase Agreements for the account of the Customer. Unless limited by its terms, the authorization of other persons to act under this paragraph 10 shall remain in effect until a written notice signed by any Authorized Representative is received by the Bank at the same office to which the original authorization was delivered.

11. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute the Bank's Indemnity Agreement or other agreement required by the Bank to induce Bank to replace a lost check, instrument or security as described therein.

12. **FURTHER RESOLVED**, that the Bank is authorized to obtain information from ChexSystems or any other party concerning the Customer's previous banking deposit relationships, and the Bank may provide information to such services concerning the Customer's accounts with the Bank.

13. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute a RBC Centura Online Money Management Enrollment Agreement or other agreement for the use of either Quicken® Microsoft Money® or Quickbooks® software, or for use of any other internet, web banking or other online service offered from time to time by the Bank, including, without limitation, online transfers, online bill payment and online account aggregation. Customer acknowledges that payments and transfers of funds may be made electronically through an online network to which personal computer(s) will be connected and that one or more access passwords and/or personal identification numbers (PINs) will be provided to or selected by an Authorized Representative in order to control access and provide security to Customer's accounts and to the network system. Further distribution and security of the access passwords and PINs will be the responsibility of that Authorized Representative. **FURTHER RESOLVED**, that Customer assumes all responsibility for security of software, access passwords and PINs and agrees to protect them from use by unauthorized persons, and that Customer agrees to indemnify and hold Bank harmless from any and all damages and costs and expenses, including without limitation reasonable attorney's fees, incurred or perceived to be incurred resulting from unauthorized internet, web banking or other online use of any of Customer's accounts.

14. **FURTHER RESOLVED**, that this Resolution and Agreement, and each resolution herein, shall be continuing in nature and is within the scope and powers provided in the Customer's governing documents (whether they be articles of incorporation, by-laws, partnership agreement or other agreements or rules governing the Customer); that if any material change therein shall occur or if any change in ownership or organization of the Customer shall occur, or if there shall be a change in any of the Authorized Representatives named above, the Secretary or an Assistant Secretary (if the Customer is a corporation) or a manager or managing partner, agent or representative (if the Customer is other than a corporation) shall immediately certify such changes to the Bank by submission of a new Resolution and Agreement and deposit agreement and/or signature card for any account(s) thereby affected; that the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage, including without limitation reasonable attorney's fees, resulting from, or growing out of, honoring such certifications or refusing to honor any notice not properly certified; that receipt of such certification shall not affect any action taken by the Bank prior thereto in reliance on this Resolution and Agreement; and that in the event of any dispute pertaining to any account(s) of the Customer, the Bank's records shall govern.

15. **FURTHER RESOLVED**, that, if the Customer is a corporation, the Secretary or an Assistant Secretary be, and hereby is, authorized and directed to certify these resolutions to the Bank and further to certify that the provisions hereof are in conformity to the Customer's charter and by-laws.

Commissioner Winslow moved that the Board adopt the Resolution as submitted.

Vice Chairman Alligood asked for all in favor, the motion carried unanimously (5-0).

Vice Chairman Alligood then noted an amendment to the agenda.

Floodplain Mapping Public Meeting

Kent Pierce, Flood Plain Administrator discussed the new Flood Insurance Rate Maps (FIRMS). He noted that included in the Board packets is a letter from the Division of Emergency Management detailing a public meeting that will be held on November 7, 2007 from 4:00pm - 6:00pm. He said the purpose of this meeting is to review and ask questions on the recently updated FIRMS for Chowan County. He said that the meeting will be held at the Edenton Municipal Building, 500 South Broad Street. Mr. Pierce said that information about the meeting has been posted on the Chowan County Website and in the Chowan Herald. He noted that the County has a few areas that will be affected by the change in the maps but that overall there is not much difference from the existing maps. He said that the flood maps will be overlaid on the GIS system.

Update on Gang Task Force Activities

DSS Director, Ben Rose gave the Board an update on the progress and activities of the Gang Task Force. He noted that two community forums have been established to present the initial assessment to the public for their review and comment. He said the task force is looking into acquiring grant monies to focus on education of youth on gang violence. He said one point noted at the public meetings is that the problem begins in the home. He praised the Sheriff Department for their work in the schools in curbing any gang behavior.

Sheriff Goodwin said that the response so far to the program has been great. He said his Deputies have been hard at work in the schools in reaching out to both sides of potential gang conflicts. He noted that the task force will soon begin phase 2 of the assessment.

Bid award for Center Hill Crossroads Fire Department

Fire Marshall, Doug Belch said that Pierce Manufacturing by Triad Fire Inc was the low bid for the Center Hill Crossroads Fire Department RFP for the purchase of a tanker truck. He said that it is recommend that a motion be made that now with USDA concurrence that Board accept the low bid from Pierce in the amount of \$161,072. Semo Tank/Baker Equipment Company was the only other bid in the amount of \$177,670.

Commissioner Gardner moved that the Board award the bid to Pierce Manufacturing.

Vice Chairman Alligood asked for all in favor, the motion carried unanimously (5-0).

Human Services Committee Update

Safety Manager, Doug Belch said that the Safety Office is now working hard on trainings and dealing with safety and workman's comp issues.

County Manager, Cliff Copeland added that the Committee added that the Human Services Committee also received updates on Recreation and Department of Social Service Activities.

OLF Update

Mr. Copeland attended an OLF Study Group meeting in Raleigh he said that Gates County presented a video that was well put together and that Camden County made a presentation. He said that the consensus of the group was that an OLF belongs in Virginia.

Energy Savings

Maintenance Director, Orville Mason provided an explanation on the recent energy saving initiatives that he has worked on, resulting in cost savings for the County.

Albemarle Mental Health Quarterly Fiscal Monitoring Report

The Board accepts the Quarterly Fiscal Monitoring Report from Albemarle Mental Health by a motion from Commissioner Belfield.

Vice Chairman Alligood asked for all in favor, the motion carried unanimously (5-0).

Resolution – DCM Grant

County Attorney, Peter Rascoe presented a resolution that he said is needed by NC Division of Coastal Management authorizing the County Attorney to sign grant contract on behalf of Chowan County. He said that this grant is for the development of the Boardwalk along Pembroke Creek at the Red Banks Farm Athletic Complex.

RESOLUTION

Whereas Chowan County has applied to the NC Division of Coastal Management for a grant to fund development of access amenities from public lands to the waters of Pembroke creek; and

Whereas the NC Division of Coastal Management has indicated that Chowan County is now eligible for such a grant and in order to receive disbursements, Chowan County will have to enter into a formal grant contract.

Now Therefore, be it resolved that the Chowan County Board of Commissioners does hereby authorize the Chowan County Attorney to execute a grant contract on behalf of the said Board of Commissioners with the NC Division of Coastal Management.

This the 5th day of November, 2007.

Commissioner Gardner moved that the Board accept the Resolution.

Vice Chairman Alligood asked for all in favor, the motion carried unanimously (5-0).

Manager's Report

Mr. Copeland provided a report on his recent activities adding that the County is working on improving water pressure at Arrowhead Beach and that he attended a conference that was done by USDA on potential loan monies.

Mr. Copeland then gave an overview on County Government and roles to the visiting 2nd grade classes.

Public Comment

Vice Chairman Alligood asked for any public comment, there was none.

Commissioner Belfield moved that the Board go into a brief recess to take a group photo with the visiting classes prior to the Executive Session.

Vice Chairman Alligood asked for all in favor, the motion carried unanimously (5-0).

Executive Session

The minutes of the Executive Session are sealed.

Commissioner Belfield moved to close the Executive Session.

Vice Chairman Alligood asked for all in favor, the motion carried unanimously (5-0).

There being no further business before the Board, the meeting was adjourned.

Jimmy Alligood
Vice Chairman

L. Susanne Stallings
Clerk to the Board

(SEAL)